

**NONDISCLOSURE AGREEMENT  
WITH  
WESTINGHOUSE SAVANNAH RIVER COMPANY**

This Agreement, effective on the date it is signed, is made by and between \_\_\_\_\_, located at \_\_\_\_\_ (RECIPIENT) and WESTINGHOUSE SAVANNAH RIVER COMPANY, located at Aiken, SC 29808 (WSRC), under its Contract No. DE-AC09-96SR18500 with the U.S. DEPARTMENT OF ENERGY (DOE), as Managing Contractors of the SAVANNAH RIVER SITE, located in and around Aiken, South Carolina 29802.

The RECIPIENT wishes to receive a copy of certain confidential and proprietary information relating to: LIGHT SOURCE FOR FINGERPRINT ANALYSIS (PROPRIETARY INFORMATION); this Agreement will govern the conditions of disclosure of PROPRIETARY INFORMATION by WSRC.

The RECIPIENT agrees:

- (1) To perform all terms of this Agreement and to maintain the PROPRIETARY INFORMATION in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as the RECIPIENT exercises with its own proprietary information to prevent its unauthorized disclosure.
- (2) To use the PROPRIETARY INFORMATION solely for the purpose of evaluation or testing for potential collaborations, joint ventures with WSRC, and/or license of the technology from WSRC.
- (3) The RECIPIENT, without the prior written consent of WSRC, will not disclose any portion of the PROPRIETARY INFORMATION to others, except to its employees, agents, consultants, subcontractors or Government personnel having a need to know in order to accomplish the sole purpose stated above, and who are bound by a like obligation of confidentiality under this Agreement.
- (4) That RECIPIENT will not have any obligation or assume any liability with respect to any portion of the PROPRIETARY INFORMATION that:
  - (a) the RECIPIENT can demonstrate by written record was previously known to it;
  - (b) is, or becomes, available to the public through no fault of the RECIPIENT;
  - (c) is lawfully obtained by the RECIPIENT from a third party and is not subject to an obligation of confidentiality owed to the third party; or
  - (d) RECIPIENT can prove by written documentation was independently developed by or for the RECIPIENT independent of any disclosure under this Agreement.
- (5) That PROPRIETARY INFORMATION disclosed by WSRC will be in writing and clearly marked "PROPRIETARY INFORMATION" or its equivalent. If such PROPRIETARY INFORMATION is initially disclosed orally or by demonstration, WSRC will identify it as "PROPRIETARY INFORMATION" or its equivalent at the time of disclosure. WSRC will reduce it to writing or other tangible form, referencing the date and type of PROPRIETARY INFORMATION disclosed, and mark as "PROPRIETARY INFORMATION" or its equivalent. WSRC will deliver a copy to the RECIPIENT within thirty (30) days after oral disclosure or demonstration. All protections and restrictions as to use and disclosure will apply during such thirty (30) day period. The RECIPIENT will not remove the PROPRIETARY INFORMATION mark or its equivalent without written permission of WSRC.
- (6) That all rights and title to the PROPRIETARY INFORMATION disclosed under this Agreement will remain the property of WSRC unless otherwise agreed to in writing by the PARTIES.

**Technical Contact for RECIPIENT:**

Name: STEVEN FOSTER  
Company: GEORGIA BUREAU OF INVESTIGATION  
Address: 2549 WASHINGTON RD.  
THOMSON, GA.  
Phone: 706/595-2525  
Fax: 706/721-7398

**Technical Contact for WSRC:**

Name: DR. ELIEL VILLA  
Company: Westinghouse Savannah River Company  
Address: Savannah River Site  
Aiken, SC 29808  
Phone: 803- 725-0849  
Fax: 803- 725- 4478

The PARTIES agree that the furnishing of PROPRIETARY INFORMATION shall not constitute any grant or license to the RECIPIENT for any legal rights now or subsequently held by WSRC.

This Agreement will be interpreted, and the relationship between the parties will be construed, in accordance with the laws of the U.S. Government, and to the extent that there is no U.S. Government law, the laws of the State of South Carolina.

**EXHIBIT E**

This Agreement will conclude three (3) years after the effective date, at which time the RECIPIENT will return or destroy the PROPRIETARY INFORMATION within thirty (30) days after such conclusion. If the PROPRIETARY INFORMATION is destroyed, a certificate of destruction must be furnished to the WSRC within the thirty (30) days from date of destruction. The secrecy and non-use obligations of the RECIPIENT set forth above will remain in effect for five (5) years from the effective date.

The RECIPIENT acknowledges its obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations with regard to any technical data received under this Agreement.

This Agreement supercedes any prior agreements between the parties as to the PROPRIETARY INFORMATION. Any modification to this Agreement must be in writing and signed by the duly authorized representative of each party.

G.B.I.

(Company Name)

By:

Steven W. Foster

(Signature)

Name: STEVEN W. FOSTER

(Please print)

Title: SPECIAL AGENT

Date: JUNE 11, 1999

RETURN TO: Westinghouse Savannah River Company  
ATTN: Robert J. Lusky  
Contract Administration & Accountability  
Building 730-B, Room 2403  
Aiken, SC 29808  
Phone: (803) 952-8581

OPTIONAL FORM 93 (7-90)

FAX TRANSMITTAL

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To <u>MURRAY BAXTER</u>	From <u>D.K. HAAS</u>
Dept./Agency	Phone #
Fax # <u>5-2630</u>	Fax #

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GENERAL SERVICES ADMINISTRATION